

STATE OF TEXAS

COUNTY OF COLLIN

PROFESSIONAL SERVICES CONTRACT

between

LIFEPATH SYSTEMS and COLLIN COUNTY

I.

This contract is entered into by Lifepath Systems (hereinafter called the CENTER), and Collin County (hereinafter called the COUNTY);

Whereas, COUNTY is a corporate and political body recognized as a legal subdivision of State of Texas pursuant to Article XI , Section 1 of the Texas constitution; and

Whereas, CENTER is a quasi-governmental agency of the State of Texas which provides Mental Health Services in Collin County, Texas; and

Whereas, COUNTY has been awarded a grant from the Texas Indigent Defense Commission for a Collin County Mental Health Managed Counsel Program; and

Whereas, CENTER can provide specialized services, not available to the COUNTY through its present staff of employees, may be provided.

Now, Therefore, in consideration of the premises, promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually coveted and agreed by the Parties hereto as follows:

II.

CENTER agrees:

2.1 To provide staff in a specialized field to the COUNTY to implement the following services:

2.1.1 Provide One (1) Case Manager to work as part of the indigent defense team to individuals in the Mental Health Managed Counsel program of Collin County.

2.2.1 As part of the indigent defense team, the Case Manager will provide assistance to the program appointed attorneys by providing case management services for defendants including referrals for mental health and/or substance abuse treatment; assistance with housing, education, and employments; mitigation strategy determination; defendant advocacy; record acquisition and follow-up on as-needed basis for several months following disposition.

2.2 To maintain any records, data, and any other information under the control of the CENTER as necessary to enable the COUNTY to audit, monitor and review all financial and programmatic activities and services associated with the contract. CENTER shall keep such information for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of contract.

2.3 To ensure that the Case Manager is knowledgeable of confidentiality of information on persons served under this contract and that all such health information is kept confidential in accord with Texas Administrative Code, (Chapter 414, SubChapter A regarding the Health Insurance Portability and Accountability Act).

2.4 To acknowledge that Case Manager as part of the Mental Health Managed Counsel program will fall under the attorney-client privilege of the appointed attorney.

2.5 To provide all services in compliance with the professional and ethical standards of the designated staff member's profession.

2.6 Certifies that Case Manager is authorized to work in the United States and that all persons in CENTER's employ are authorized to work in the United States.

2.7 To provide insurance with limits and coverage as provided in Exhibit A.

2.8 To comply with COUNTY requirements when submitting requests for payment to CENTER, including:

2.7.1. To submit monthly invoices for services rendered and including any training and travel costs.

2.7.2 To mail all invoices to : Collin County Auditor
2300 Bloomdale, Suite 3100
McKinney, TX 75071
accountspayable@collincountytx.gov

with copy to:
Alyse Ferguson
Attorney Director
Collin County MHMC Program
2100 Bloomdale Rd, Ste. 10146
McKinney, TX 75071

III.

COUNTY agrees:

3.1. To pay CENTER for the services provided under this contract as follows:

3.1.1. to pay CENTER \$4,400.00 per month for approved invoices.

3.2. Invoices from CENTER shall be paid in accordance with V.T.C.A., Government Code 2254.

3.3 All payments for invoices shall be mailed to:

Accounting Department
LifePath Systems
P.O. Box 828
McKinney, TX 75070

IV.

COUNTY and CENTER mutually agree that:

4.1 Staff assigned to this program shall report to and be under the sole direction of the COUNTY's Attorney Director of the Mental Health Managed Counsel Program.

4.2 Any work schedule established will be for the convenience of both parties and said schedule may be altered by either party with sufficient notice when necessary.

4.3 This agreement establishes an independent contractual relationship between the parties. Designated CENTER staff shall not be considered an employee of the COUNTY and shall not be entitled to any of the rights or benefits of COUNTY employment.

4.4 Both parties agree to negotiate in good faith to reach agreement on appropriate rates for additional staff or services to be provided in this contract.

4.5 To comply with applicable federal, state and local laws, codes and regulations.

4.6 To comply with Title VII of the Civil Rights act of 1964, as amended, by not discriminating against clients or employees on the basis of race, color, national origin, sex or religion. To comply with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, by not discriminating against clients or employees on the basis of disability or handicap. CENTER and COUNTY further agree not to discriminate on the basis of age, and to comply with the Age Discrimination in Employment Act of 1967, as amended.

4.7 Either party may terminate this agreement upon giving thirty (30) days written notice to the other party "by certified mail, return receipt requested."

4.8 This written agreement shall contain the sole and entire agreement between these parties and shall supersede any other agreement between parties. It is further agreed that no waiver or modification of this agreement shall be valid unless signed in writing and duly executed by both parties.

4.9 This contract is effective as of _____, 2013 and will continue in effect until terminated by either party as described in Section IV. J. above or August 31, 2014.

EXECUTED THIS _____ DAY OF _____ 2013.

J. Randy Routon, Ph.D., CEO
LifePath Systems

Keith Self, County Judge
Collin County

Exhibit "A"

Insurance Requirements

1.0 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1 Broad Form Commercial General Liability insurance at minimum combined single limits of:

- \$1,000,000 per-occurrence
- \$2,000,000 general aggregate, for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability.
- \$2,000,000 Products-Completed operations per occurrence.

Coverage must be written on an occurrence form.

1.2 Personal Automobile Liability insurance shall be no less than \$1,000,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.3 Professional Liability Insurance at minimum limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate). This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

2.0 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.0 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.1 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.4 All copies of Certificates of Insurance shall reference the project/contract number.

4.0 All insurance shall be purchased from an insurance company that meets the following requirements:

4.1 A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

5.0 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

5.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

5.2 Sets forth the notice of cancellation or termination to Collin County.